

FILED

STATE OF NORTH CAROLINA

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IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

COUNTY OF MECKLENBURG

MECKLENBURG CO. C.S.C.

16-CVS-19851

LUXURY AUCTIONS MARKETING, INC.,
AND JEREMY LECLAIR,
Plaintiffs,

**ORDER DENYING
PRELIMINARY INJUNCTION**

vs.

GEA, INC., LESLIE FARKAS AND VALARIA
DEVINE,
Defendants.

THIS MATTER was heard on November 9, 2016 before the Hon. Eric L. Levinson, superior court judge presiding over a civil, non-jury term of court for Mecklenburg County upon Plaintiffs' motion for preliminary injunction. Plaintiffs and Defendants were represented by counsel of record. After reviewing the verified complaint, motions, affidavits and submissions of the parties and hearing arguments from counsel, the court makes the following

FINDINGS OF FACT

1. Plaintiffs filed this action on November 3, 2016 alleging multiple claims against Defendants and seeking temporary, preliminary and permanent injunctive relief.
2. A hearing was held on the afternoon of November 3, 2016 before the Hon. Linwood Foust, Mecklenburg County Superior Court Judge presiding on Plaintiffs' motion for a temporary restraining order. Defendants were represented by Richard Koch of the Mecklenburg County Bar.
3. Judge Foust entered a temporary restraining order on Plaintiffs' behalf upon certain terms and conditions, and set a hearing on Plaintiffs' claim for a preliminary injunction before this court on November 9, 2016 at 10:30 o'clock a.m.
4. Luxury Auctions Marketing, Inc. is a company that markets, for sale by auction, luxury, multi-million dollar residences in the United States and Canada. It was formerly owned by Leslie Farkas.

5. GEA, Inc. is a holding company that owns trademarks and licenses that pertain and relate to the sale, by auction, of high-end residential properties. For the past seventeen years, it has been owned by Valaria DeVine.

6. From the evidence presented, Plaintiff Jeremy LeClair (“LeClair”) entered into a Stock Purchase Agreement with Defendant Leslie Farkas (“Farkas”) wherein LeClair purchased all the stock in Luxury Auctions Marketing, Inc. (“LAMI”).

7. On the same date as the Stock Purchase Agreement, August 8, 2016, LeClair entered into an Intellectual Property License Agreement (“License”) on behalf of LAMI, whereby LAMI acquired revocable, non-exclusive licensing rights in website domains and trademarks exclusively owned by GEA, Inc.

8. By the rights acquired in the License, LAMI could do business as (“d/b/a”) under a company name that was trademarked by GEA, Inc.

9. LAMI also acquired a licensing right to utilize a comprehensive database of potential customers, exclusively owned by GEA, Inc.

10. Defendant GEA, Inc. contends (and Plaintiffs dispute) that Plaintiffs have violated the License agreement and have given notice of termination under the License.

11. Plaintiffs acknowledge that they received notice of termination of the Licensing Agreement from Defendants. (¶29 of Complaint)

12. Plaintiffs seek the entry of a preliminary injunction against Defendants for interfering in the operations of LAMI.

13. Plaintiffs have not alleged and have not made a requisite showing that there is a reasonable apprehension of irreparable harm or loss if the alleged actions and failures to act are not enjoined by this court.

14. Plaintiffs’ forecast of evidence does not show that there is probable cause that Plaintiffs will prevail upon the merits of their claims.

Based upon the foregoing findings, the Court makes the following:

CONCLUSIONS OF LAW

1. The Court has personal jurisdiction over the parties and subject matter jurisdiction of the claims.

2. Plaintiffs have not shown that there is probable cause that Plaintiffs will prevail upon the merits of their claims.
3. Plaintiffs have not shown a reasonable apprehension of irreparable loss or harm unless injunctive relief is granted by this Court.

Based on the foregoing **FINDINGS OF FACT** and **CONCLUSIONS OF LAW**, it is hereby **ORDERED** that:

1. Plaintiffs' application for a preliminary injunction against Defendants in this matter is denied.

This 15 day of November, 2016.

A handwritten signature in blue ink, appearing to read "Eric Levinson", is written over a horizontal line.

Hon. Eric L. Levinson, Judge Presiding